



EDINBURG CITY COUNCIL

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

LOCATION: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
SEPTEMBER 13, 2016

**SPECIAL MEETING AGENDA
12:00 NOON**

I. CALL TO ORDER, ESTABLISH QUORUM

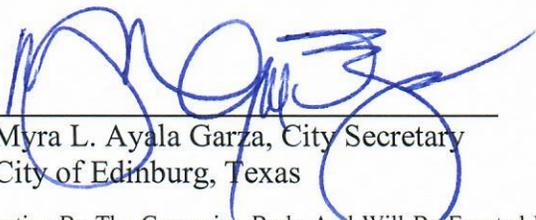
II. CERTIFICATION OF PUBLIC NOTICE

III. CONTRACTUAL

- A.** Consider Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg and Hidalgo County Concerning Certain Improvements to State Highway 107 (University Dr.) and US Business 281 (Closner Blvd.) Intersection. *(Motion Required to Remove from Table. This Item was Tabled at the September 06, 2016 City Council Meeting)* [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

IV. ADJOURNMENT

I hereby certify this Notice of a City Council Special Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on September 09, 2016 at 12:00 noon

By: 

Myra L. Ayala Garza, City Secretary
City of Edinburg, Texas

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL SPECIAL MEETING
SEPTEMBER 13, 2016

Consider Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg and Hidalgo County Concerning Certain Improvements to State Highway 107 (University Dr.) and US Business 281 (Closner Blvd.) Intersection. *(Motion Required to Remove from Table. This Item was Tabled at the September 06, 2016 City Council Meeting)* [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

City staff is recommending City Manager to Execute an Inter-local Agreement between the City of Edinburg and Hidalgo County for Improvements to the intersection of State Highway 107 (University Dr.) and US Business 281 (Closner Blvd.) which consist of Roadway and drainage improvements for the Hidalgo County Court House Project. The County will proceed to complete the Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geotechnical, Construction Material Testing, Right-ofWay Acquisition Services, PS&E Design, Construction Management Services for the Roadway and Drainage Improvements associated with the BUS281/SH107 Intersection Project. The total project development cost will be the responsibility of the County.

RECOMMENDATION:

Approve Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg and Hidalgo County Concerning Certain Improvements to State Highway 107 (University Dr.) and US Business 281 (Closner Blvd.) Intersection.

REVIEWED BY:

PREPARED BY:

Tomas D. Reyna,
Assistant Director of
Public Works

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

/s/ Ponciano N. Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM
Director of Public
Works

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

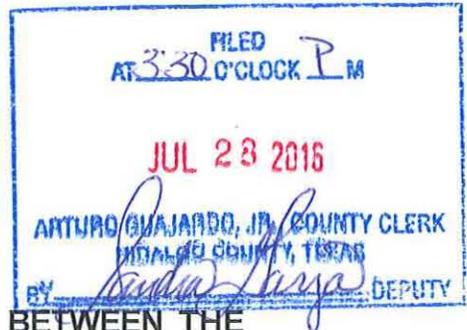
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
SH 107 & BUSINESS 281 INTERSECTION IMPROVEMENTS**

This agreement is made on this the 19th day of July, 2016 by and between the City of Edinburg, Texas, hereinafter referred to as the "City" and the County of Hidalgo, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a County in the State of Texas; and

WHEREAS, portions of both SH 107 & Business 281 lie within the jurisdiction of the City of Edinburg and are a vital North-South and East-West roadway within the County that are an interconnecting link to the County roadway system and are in need of improvements (the "Roads");

WHEREAS, the City and County desire to cooperate in making needed roadway and drainage improvements to SH 107 & Business 281;

WHEREAS, the County will proceed to complete the Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geotechnical, Construction Material Testing, Right-of-Way Acquisition Services, PS&E Design, Construction Management Services for the Roadway and Drainage Improvements associated with the BUS281/SH107 Intersection Project (the "Project");

WHEREAS, the City and County will cooperatively seek to fund the Construction and Right-of-Way costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total project development cost will be the responsibility of the County;

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees the County will be the fiduciary agent and assume the role of project development lead for all phases of project development within the City limits of the City.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees at County sole cost and expenses to complete the project development activities included but not limited to the Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geotechnical, Construction Material Testing, Right-of-Way Acquisition Services, PS&E Design, Construction Management Services for the Project.
2. The Roads at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City consents to the County performing such work within the City to complete all project development activities within the City limits and ETJ of the City.
4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate jurisdiction.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
6. County may terminate this Agreement with or without cause upon thirty (30) days written notice to City.
7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.
10. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
11. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Edinburg
Attention: Hon. Richard Garcia
415 W. University Drive
Edinburg, Texas 78541

With copy to: City of Edinburg
Attention: Chris Palacios, City Attorney
415 W. University Drive
Edinburg, Texas 78541

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joseph Palacios, Commissioner Pct. #4
1051 N. Doolittle Road
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or

may become necessary or convenient to effectuate and carry out the terms of this agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
13. Assignment: This Agreement shall not be assignable.
14. Headings. The headings and captions contained in this Agreement are solely for the convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
16. Authority to Execute. The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
17. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 7/19/16 me

ATTEST:
Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk



CITY OF EDINBURG

By: _____
Hon. Richard Garcia, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED
AT 3:30 O'CLOCK P.M.
JUL 28 2016
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: *Arturo Guajardo* DEPUTY

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road and drainage improvements to SH 107 & Business 281, a section which is in part within the city limits of Edinburg and in part within the County's jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on July 19, 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 7/19/16 mb

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP.



By: _____
Stephen L. Crain



Address: 1051 N. Doolittle Rd
Edinburg, TX 78542
Phone: 956-383-3112
Fax: 956-381-5905

Transmittal Letter

To: City Manager's Office Attention: Dora
From: Hidalgo County Precinct 4 Lulu Lucio
Re: ILA SH 107 & Business 281
Cc:
Date: August 8, 2016
Pages: 7

Urgent For review Please comment Please reply Please recycle

Signature: _____

confidential

RECEIVED

AUG 8 8 2016

CITY OF EDINBURG
CITY MANAGER'S OFFICE

Page 10

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AI-55403
CC - REGULAR

V.B.R.S.

Precinct #4 19. A.

gmb

Meeting Date: 07/19/2016

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Discussion, consideration and action on Interlocal Cooperation Agreement between County of Hidalgo and City of Edinburg, Texas concerning certain improvements to SH 107 & Business 281 Intersection Improvements
2. In accordance with Texas Government Code, Section 791.014, approval of proposed project regarding certain road and drainage improvements to SH 107 & Business 281

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1350-419-40-125-035-0-XXX

FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as needed, pending appropriation of CO2016 Bond Proceeds (AI-55346)

Attachments

legal
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/14/2016 01:17 PM
Merlen P. Munoz	Merlen P. Munoz	07/15/2016 10:49 AM
Final Approval	Monica Badillo	07/15/2016 05:39 PM
Form Started By: Monica Badillo		Started On: 07/14/2016 11:05 AM
Final Approval Date: 07/15/2016		